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ABSTRACT

Presented in this document is the agreement between Rider College and the Rider College Chapter of the American Association of University Professors. Articles of the agreement cover academic freedom, affirmative action, association privileges, tenure, academic governance, evaluation, grievance procedures, general work conditions, workload, fringe benefits, retirement, and leaves of absence. This agreement is in effect from September 1, 1974 until August 31, 1976. The purpose of this agreement is to provide the members of the bargaining unit and Rider College with a contract that will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service. (PG)

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# AGREEMENT

# 1974-1976

# BETWEEN

# RIDER COLLEGE

# AND

# THE

# RIDER COLLEGE CHAPTER OF THE

# AMERICAN ASSOCIATION OF

# UNIVERSITY PROFESSORS

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TABLE OF CONTENTS


| | Page |
|---|---|
| PREAMBLE | 1 |
| ARTICLE I, Recognition of Unit | 1 |
| ARTICLE II, Non-Discrimination | 2 |
| ARTICLE III, Affirmative Action | 2 |
| ARTICLE IV, Academic Freedom | 3 |
| ARTICLE V, Association Privileges | 3 |
| ARTICLE VI, Tenure | 4 |
| ARTICLE VII, Promotion | 9 |
| ARTICLE VIII, Appointments | 14 |
| ARTICLE IX, Dismissal and Suspension | 16 |
| ARTICLE X, Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members | 16 |
| ARTICLE XI, Department Chairmen | 18 |
| ARTICLE XII, Academic Governance | 19 |
| ARTICLE XIII, Personnel Files | 21 |
| ARTICLE XIV, Retention of Faculty | 22 |
| ARTICLE XV, Professional Librarians | 26 |
| ARTICLE XVI, Professional Athletic Staff | 34 |
| ARTICLE XVII, Evaluation | 37 |
| ARTICLE XVIII, Past Practices | 38 |
| ARTICLE XIX, Management Rights | 39 |
| ARTICLE XX, Agency Rights | 39 |

Page

ARTICLE XXI, Grievance and Arbitration Procedure .... 41

ARTICLE XXII, No Strike; No Lockout ..... 44

ARTICLE XXIII, General Work Conditions ..... 44

ARTICLE XXIV, Open Classroom ..... 46

ARTICLE XXV, Work Load ..... 46

ARTICLE XXVI, Outside Employment ..... 48

ARTICLE XXVII, Patent Policy ..... 48

ARTICLE XXVIII, Retirement for Certain Persons ..... 54

ARTICLE XXIX, Sick Leave ..... 54

ARTICLE XXX, Professional Leaves of Absence Without Pay ..... 56

ARTICLE XXXI, Health Maintenance Organization Study . 56

ARTICLE XXXII, Inequity Study Committee ..... 56

ARTICLE XXXIII, Compensation and Fringe Benefits .... 57

ARTICLE XXXIV, Retirement Age ..... 59

ARTICLE XXXV, Separability ..... 59

ARTICLE XXXVI, Length of Contract; Future Negotiations ..... 59

ARTICLE XXXVII, Enforceability ..... 60

ATTESTATION ..... 61

THIS AGREEMENT made and entered into as of the 1st day of September, 1974 by and between RIDER COLLEGE (hereinafter sometimes referred to as the "College") and the RIDER COLLEGE CHAPTER of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter sometimes referred to as the "AAUP").

## PREAMBLE

The purpose of this agreement is to provide the members of the bargaining unit and Rider College with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research and public service. This agreement seeks to maintain educational excellence, facilitate effective faculty participation, assure fair and reasonable conditions of employment, and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

## ARTICLE I

## RECOGNITION OF UNIT

The College recognizes AAUP as the sole and exclusive bargaining representative of all full-time faculty members, part-time faculty members (defined as those who are currently teaching at the College, and have taught at least one course in three of the last four semesters including the current semester) and members of the College Library staff, with a minimum of a master's degree in library sciences or tenure as a member of the library staff, and the athletic staff, with a minimum of a baccalaureate degree, but excluding all officers of the College, such as the President and Vice Presidents and further excluding Deans, Associate Deans, Assistant Deans, department chairmen, all assistants to Deans, military personnel serving in the Department of Military Services, the College librarian, the Director and Assistant Director of Athletics, and faculty holding visiting rank, with such appointments being for a period not to exceed one year and reappointment for the subsequent academic year to be as a bargaining unit member, and further excluding all other employees of the College not specifi-

cally referred to herein. Also excluded from the bargaining unit shall be non-teaching personnel whose employment is funded by contract with an outside agency.

## ARTICLE II

## NON-DISCRIMINATION

There shall be no discrimination against any bargaining unit member or against any applicant for employment by reasons of race, creed, marital status, color, age, sex, religion, national origin, citizenship or relationship with any other persons employed by the College, or membership in or activity on behalf of AAUP except as provided in Article XX "Agency Rights", or use of the grievance procedure.

## ARTICLE III

## AFFIRMATIVE ACTION

An Affirmative Action Committee, comprised of six members, chosen equally from representatives of the administration and the AAUP, shall be formed to consider and work on an Affirmative Action Plan for the College insofar as such plan may pertain to members of the bargaining unit. Such committee shall develop such a plan for submission to the Board of Trustees for approval or disapproval. If the committee is unable to develop an acceptable plan, or one on which a majority of the committee agrees, then the College shall be free to meet its legal obligation to adopt an appropriate Affirmative Action Plan for the College, provided that such plan shall not be inconsistent with the terms and provisions of this Agreement, except as may be required by law. In the event any such proposed Plan is inconsistent with the terms and provisions of this Agreement, AAUP shall be entitled to submit an alternative plan to the applicable governmental authority. If the Committee cannot agree on a single plan to be submitted hereunder, then the Committee may submit more than one such plan for consideration by the Board of Trustees. After a

plan has been approved by the Board of Trustees and filed with the appropriate federal governmental authority, the Affirmative Action Committee shall meet regularly to monitor such plan insofar as such plan may pertain to members of the bargaining unit.

## ARTICLE IV

## ACADEMIC FREEDOM

As a member of his community, the teacher has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person he avoids creating the impression that he speaks or acts for his College or University. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the teacher has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full time probationary as well as to the tenured teacher, but also to all others, such as part time and teaching assistants, who exercise teaching responsibilities.

## ARTICLE V

## ASSOCIATION PRIVILEGES

(a) The Rider College Chapter of the AAUP shall be entitled to private office space similar to the space it presently occupies. In addition, the AAUP shall be permitted use of appropriate facilities at the College for its larger meetings, so long as such facilities are available and not committed to other purposes and the AAUP complies with the rules and regulations relating to the use of such facilities applicable to all members of the College community.

(b) The AAUP shall be entitled to post notices of its activities and matters of AAUP concern on bulletin boards at locations hereafter to be agreed upon between the AAUP and the College.

(c) The AAUP shall be entitled to use College mail room facilities for the internal distribution of AAUP communications provided that this shall not interfere with or interrupt normal College operations, or for external distribution provided AAUP pays U.S. postal charges. All such communications shall be identified as to source and dated.

(d) The Rider College Chapter of the AAUP shall be entitled to the privilege of contracting for College duplicating, printing, audio visual, photographic, computer, address label and food services, and such other services as may be contracted for by other campus organizations. Charges for such services shall be those in effect for all campus organizations and shall be billed on a monthly basis.

## ARTICLE VI

## TENURE

1. Committees

a. The Tenure Committee

A Tenure Committee shall be established in each school in which there are tenurable faculty, consisting of the Academic Vice President, the Dean of the School and three (3) tenured members of the full-time faculty of the school and two (2) tenured alternates. The Executive Committee of the School shall serve as a nominating committee for the faculty representatives and alternates on the Tenure Committee. The faculty of the individual schools shall elect the representatives and alternates to the committee for two (2) year terms. Initial terms of such representatives shall be on a staggered basis. Faculty members may be reelected. In addition, for each candidate, a representative of the candidate's department and the department chairman shall be members

of the Committee. The members of the candidate's department shall elect the representative in each case.

b. The Board of Trustees Appeals Committee

The Board of Trustees shall establish a Trustees Appeals Committee consisting of from three (3) to five (5) members from the regular membership of the Board.

2. Evaluation Steps

The evaluation of a candidate for tenure shall begin at the Departmental level. Each department shall establish its own procedure for the preparation of its recommendation, in accordance with the following guidelines:

a. The applicant shall prepare documented credentials which may include references from colleagues, and the departmental evaluation shall provide the significant factual information about the candidate's professional contribution to the programs he serves and to his discipline. The specific recommendation to be forwarded to the Tenure Committee shall be in writing and may include majority and minority reports, and individual signed statements from members of the department, as well as the department chairman.

b. The candidate shall have the right to an interview with his departmental colleagues and shall receive a copy of the written recommendation(s) prior to the forwarding of such recommendation to the Tenure Committee of the School.

c. The candidate shall have the right to submit materials responding to the departmental written evaluations to the Tenure Committee.

d. The Tenure Committee shall meet to review the materials presented by the candidate and the Department and shall make a recommendation concerning the candidate to the Board of Trustees in accordance with the following guidelines:

i. If a faculty member serving on the Tenure Committee has already made a judgment on a candidate at the departmental level, any alternate elected to the

committee shall serve in his place.

ii. The candidate shall have the right to an interview with the Tenure Committee.

iii. The department has the professional responsibility to judge the academic competence of the candidate and to provide a thorough and documented recommendation to the Tenure Committee. The Tenure Committee shall evaluate the extent to which the candidate's credentials, qualifications, and performance meet the standards established for tenure and may consider such factors as staffing needs and the future welfare of the College as provided hereinafter. Members of the Committee shall not arbitrarily substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental recommendation.

iv. The Tenure Committee shall make a specific written recommendation concerning the granting or non-granting of tenure, documenting its reasons as completely as possible. If an agreement cannot be reached, majority and minority reports shall be prepared.

v. The candidate shall receive a copy of the Committee's recommendation(s) and any supporting materials, prior to its forwarding such recommendation(s) to the Board. When the Committee's recommendation is negative and the candidate has new information to present to the Committee, the candidate may appear before the Committee to present such new material, within time limits set by the Committee for such appearances.

e. The Board of Trustees shall receive the recommendations from the Tenure Committee concerning each candidate for tenure together with all supporting materials and documents. In every case where the Board does not support a negative recommendation of the Tenure Committee; or the candidate is not entitled to an appeal as set forth in Section 3 herein, and requests it in writing, the Board shall set forth in writing, the pertinent reasons that compelled it to make this decision.

3. Appeals Procedure

a. A candidate whose application for tenure has not been supported by the Board, after having been recommended for tenure by the Tenure Committee or a candidate for whom a denial of tenure mandates a terminal contract, may appeal in writing to the Trustees Appeals Committee within fifteen (15) days from the date of the candidate's receipt of the Board's decision. The candidate shall also indicate in writing whether he wishes to be accompanied by a representative member of the AAUP at the Appeals Committee interview and whether he wishes to receive a written decision of the Appeals Committee determination, as allowed by subsections (b) and (e) herein.

b. A candidate taking such an appeal may elect to appear in person before the Trustee Appeals Committee on a date designated by this Committee, which shall be as soon after the Committee's receipt of the written appeal as may be practicable. If requested, as provided in subsection (a) herein, a representative member of the AAUP may be present at the interview before the Trustees Appeals Committee.

c. The candidate may submit additional references from appropriate persons in support of his case.

d. The Trustees Appeals Committee may seek additional references from appropriate persons, such references to be submitted in writing, with a copy being furnished to the candidate. If requested by the candidate in writing as provided in subsection (a), the Trustees Appeals Committee shall render a final decision in writing specifying the pertinent reasons for its decision. Copies shall be forwarded to the candidate, the Vice President for Academic Affairs and the AAUP.

4. Requirements for Tenure

a. The appropriate terminal degree is required unless there are exceptional circumstances.

b. Emphasis is to be placed on performance and professional contributions, and effective teaching must be a criterion.

c. The value of an individual to his department must be a criterion.

d. A candidate must demonstrate scholarly activity in his or her field of specialization.

e. Neither fixed minimum or maximum numbers of faculty or tenured faculty either within a department, a School, or the College, shall be considered as criteria for tenure. However, in individual cases, the staffing needs and the future welfare of the College may be considered provided that such factors have been established through the governance procedures set forth herein and have been established one year prior to the year in which they may be applied.

f. Tenure for faculty will be awarded at the ranks of Associate or Full Professor unless there are exceptional circumstances.

g. Exceptional circumstances specified in subsections (a) and (f) above shall be limited to those instances where the application for tenure has been endorsed by a majority recommendation of the Tenure Committee.

5. Timetable for Tenure

a. The probationary period prior to the award of tenure shall not exceed seven years of full-time teaching experience at the college level, including full-time teaching at other institutions of higher education, except that prior full-time teaching at other institutions of higher education in excess of three years will not be considered. Such prior full-time teaching must be specified in writing by the faculty member on or before his initial appointment.

b. The process of evaluation may be initiated in the fourth year of service to award tenure in the fifth year, except that no faculty member shall apply for tenure prior to his third year of service at Rider College. The process of evaluation must be initiated no later than the beginning of the faculty member's sixth year of service, including up to three years of prior service, as defined above.

c. Failure to receive tenure after six years of service at Rider or after six years of full-time college teaching experience, the last four of which were at Rider, will mean that any continued employment beyond the seventh year will be on either a part-time basis or in a non-faculty position, with no tenure resulting from such continued employment.

d. The specific annual timetable for the procedures herein shall be established by the College Executive Committee.

## ARTICLE VII

## PROMOTION

The following procedure shall apply to all candidates for promotion to any rank, with the exception of candidates for promotion to adjunct ranks and candidates for promotion with tenure.

1. Committees

a. A three-member college-wide Promotion Committee shall be established consisting of one regular faculty member from each school and one alternate elected by the faculty. The alternate shall serve as a member in place of a committee member who has participated in the departmental recommendation of a candidate for promotion.

b. A Promotion Appeals Board shall be established consisting of six members, including the three members of the Promotion Committee and the Vice President for Academic Affairs as regular members, and the Dean of the particular candidate's school as an ad hoc member. In addition, one other member of the Administration from the candidate's school, in the case of appeals by candidates of a denial of promotion to the ranks of Assistant Professor I and II, or one member of the Board of Trustees in the case of denial of promotion to the rank of full professor, shall serve as an ad hoc member of such Board.

2. Evaluation Steps

The evaluation of a candidate for promotion shall begin at the departmental level. Each department shall establish its own procedure for the preparation of its recommendation in accordance with the following guidelines:

a. The applicant shall prepare documented credentials which may include references from colleagues, and the departmental evaluation shall provide the significant factual information about the candidate's professional contribution to the programs he serves and to his discipline. The specific recommendation to be forwarded to the Promotion Committee shall be in writing and may include majority and minority reports, and individual signed statements from members of the department.

b. The candidate shall have the right to an interview with his departmental colleagues and shall receive a copy of the written recommendation(s) prior to the forwarding of such recommendation to the Promotion Committee.

c. The candidate shall have the right to submit materials responding to the departmental written evaluations to the Promotion Committee.

d. The Promotion Committee shall meet to review the materials presented by the candidate and the Department, and shall make a recommendation concerning the candidate to the Vice President for Academic Affairs or to the Board of Trustees, as the case may be, in accordance with the following guidelines:

i. The Promotion Committee shall consider well documented information concerning a candidate's performance and credentials that is submitted to it in writing from other sources within the School or College.

ii. The candidate shall receive a copy of any information submitted under the preceding sub-paragraph, and has the right to present written responses to such information to the Promotion Committee.

iii. If a faculty member serving on the Promotion Committee has already made a judgment on a candidate

at the departmental level, an alternate elected to the Committee shall serve in his place.

iv. The candidate shall have the right to an interview with the Promotion Committee.

v. The department has the professional responsibility to judge the academic competence of the candidate and to provide a thorough and documented recommendation to the Promotion Committee. The Promotion Committee shall evaluate the extent to which the candidate's credentials, qualifications and performance meet the standards established for promotion and may consider such factors as staffing needs and the future welfare of the college as provided hereinafter. Members of the Committee shall not arbitrarily substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental recommendation.

vi. The Promotion Committee shall make a specific written recommendation concerning the granting or non-granting of the promotion, documenting its reasons as completely as possible. If an agreement cannot be reached, majority and minority reports shall be prepared.

vii. The candidate shall receive a copy of the Committee's recommendation(s), and any supporting materials, prior to its forwarding of such recommendation(s). When the Committee's recommendation is negative and the candidate has new information to present to the Committee, the candidate may appear before the Committee to present such new material, within the limits set by the Committee for such appearance.

e. In every case where the final authority specified herein does not support a negative recommendation of the Promotion Committee, such authority shall set forth in writing the pertinent reasons for this decision.

3. Assistant Professor I and II Procedures

For candidates for promotion to the ranks of Assistant Professor I and Assistant Professor II, the Promotion Committee shall forward its recommendations and all materials

submitted during the process to the Vice President for Academic Affairs.

The Vice President for Academic Affairs shall carefully weigh the merits of each candidate's case in terms of the standards for promotion established for the College and shall support the Promotion Committee's recommendation except for substantial reasons. The Vice President for Academic Affairs shall not arbitrarily substitute his judgment on professional competence of the candidate for properly documented judgments in the departmental or Promotion Committee evaluation. If the Vice President for Academic Affairs has access to additional properly documented information that gives him reason to disagree with the initial recommendation of the Promotion Committee, he shall forward that information to the Promotion Committee, which shall have a period of ten (10) days to comment on such additional information. Such period may be extended if reasonably required, provided that the standards of notice provided elsewhere herein shall be extended accordingly.

The Vice President for Academic Affairs shall render his decision in writing, with a copy to the candidate and to the Promotion Committee.

4. Appeals on Assistant Professor I and II

Any candidate for whom the denial of a promotion to Assistant Professor I and II results in a terminal contract shall have the right to make an appeal to the Promotion Appeals Board as defined in Section 1(b) of this Article. Notice of such appeal shall be filed with the Office of the Vice President for Academic Affairs within ten days of notification to such candidate of denial of his application for promotion.

Such candidate taking an appeal shall have the right to an interview with the Promotion Appeals Board at such time as shall be designated by the Promotion Appeals Board. He shall also be furnished with copies of properly documented information pertaining to his application which had not previously been furnished to him, at least ten days before the interview. The Promotion Appeals Board shall review all pertinent materials submitted in connection with the application for promotion including any additional materials supplied by the candidate at his interview.

The Appeals Board shall render a decision on such appeal within thirty (30) days of the filing of the notice of appeal. The decision by the Appeals Board shall be final; a vote by a majority of four members shall be required to overrule a denial of promotion. A tie vote by the Committee shall serve to sustain the decision denying the promotion.

When the Promotion Appeals Board does not support an appeal, it shall render its decision in writing, giving the substantive reasons that compelled its decision. Reports embodying differing views on the appeal may be prepared and submitted. Copies of the decision and all other reports by members of the Appeals Board shall be forwarded to the candidate and, unless the candidate indicates otherwise, to the AAUP.

5. Associate and Full Professor Procedures and Appeals

The provisions of Section 3 and 4 in this Article shall apply to promotions to the ranks of Associate (except where tenure is also involved) and Full Professor, with the following exceptions:

a. The Promotion Committee shall forward its recommendation and all materials submitted to it to the Board of Trustees. The provisions specifying the response of the Vice President for Academic Affairs in Section 3 under this Article shall apply to the Board of Trustees.

b. The Promotion Appeals Board for candidates for Full Professor only and not for Associate Professor, shall act in accordance with the procedures specified in Section 4 of this Article. There shall be no appeal from an adverse determination under this Article on an application for promotion to Associate Professor.

6. Requirements for Promotion

a. The requirements for promotion to a given rank shall be the same as those defined in the statutes, except that references to years of teaching required for the ranks of Associate and Full Professor shall be deleted.

b. For promotion to Associate Professor and to Full Professor, the appropriate terminal degree in the field of that department is required, except for unusual cir-

cumstances which shall be based upon a finding by the Promotion Committee of such unusual circumstances. The issue of the existence of such unusual circumstances shall be subject to appeal by the candidate to the Appeals Board.

c. Neither fixed minimum nor maximum numbers of faculty or tenured faculty either within a department, a school, or the College shall be considered as criteria for promotion. However, in individual cases, the staffing needs and the future welfare of the College may be considered provided that such factors have been established through the governance procedures set forth herein and have been established one year prior to the year in which they may be applied.

d. Application for promotion to the ranks of Assistant Professor I and II, and Associate Professor may be made only once prior to the required application for such promotion so as to make the candidate eligible for continued employment by the College.

Application for promotion to the rank of Full Professor may be made initially in two consecutive years. Subsequent applications may be made only at the expiration of a three-year period after a denial or upon the recommendation of the appropriate Dean.

7. Assistant Professors with Tenure

Members of the bargaining unit holding tenure as Assistant Professors shall be entitled to the same rights as to application for promotion and appeal as Full Professors under this Article.

## ARTICLE VIII

## APPOINTMENTS

The following procedures shall apply to all persons appointed by the College to the ranks of Instructor, Assistant Professor I, Assistant Professor II, Associate and Full Professor, and to full time appointments to the ranks of Lecturer or adjunct ranks.

1. The Department, including the Department Chairman, shall consult with the Dean of the appropriate school to formulate the general qualifications of the person needed to fill the vacancy. Such a determination shall be consistent with the general staffing policies adopted in accordance with the Article on Academic Governance contained elsewhere herein. All individuals shall be appointed by the College to perform instructional services, or be accorded faculty rank, or be appointed by the College to perform professional library or professional athletic services, after consultation with the members of the Department, including the Department Chairman, in accordance with the procedures described herewith. The Department, including the Department Chairman, or any members of the Department, will meet with and interview candidates for such positions, provided, however, that it shall be the responsibility of the Department to act promptly to meet the circumstances.

Part time faculty shall be appointed by the appropriate administrator after appropriate consultation with the relevant department.

2. The Dean shall then review the departmental recommendation(s) and shall support a well documented departmental recommendation except for substantial reasons which shall not be arbitrary. If the Dean feels compelled to depart in any way from the Department's recommendation and if the Department requests it, he shall meet with the Department to discuss his decision. Whenever conditions permit, a candidate who is unacceptable either to the Dean or to the Department shall not be appointed.

3. The Department shall be responsible for maintaining regular contact with the Dean for the purpose of participating in the appointment procedures specified herein. The Dean shall make every reasonable effort to contact the Department or its designated subcommittee whenever a vacancy occurs.

4. The qualifications for academic rank contained in Article VII ("Promotion") shall apply herein.

5. For the purpose of hiring of members of the professional library and professional athletic staffs the College Librarian or the Director of Athletics shall function in the same manner as the Dean above.

6. The parties hereto recognize that resignation beyond the dates of notification established in Article X, withdrawals of candidates prior to start of classes, and the need to appoint new faculty members because of unforeseen enrollment, induce hardships for both parties to the Agreement. In such cases, the procedures described herein may be modified, according to the circumstances. However, the College shall, in any event, request that members of the Department meet with and interview candidates, and the Department shall be responsible for conveying their professional evaluations to the Dean as promptly as circumstances may require. The Department may examine all candidates' credentials and make written recommendations whenever circumstances permit. In any case, when appointments are made under this paragraph, the Dean shall meet with the members of the Department, upon request, to discuss the basis for the appointment.

## ARTICLE IX

## DISMISSAL AND SUSPENSION

The College may not discharge or suspend a member of the bargaining unit who has tenure or whose term appointment has not expired, except for proper cause. Any such discharge shall be subject to the grievance procedure provided for in Article XXI, including submission to arbitration by the American Arbitration Association.

All provisions contained in the existing College statutes or any past practice concerning suspension or dismissal of a bargaining unit member shall be superseded by this provision.

## ARTICLE X

## ANNUAL REAPPOINTMENT AND NON-REAPPOINTMENT OF NON-TENURED BARGAINING UNIT MEMBERS

1. The Department shall have the professional responsibility to evaluate annually persons subject to reappointment decisions and to make a specific recommendation concerning such reappointment.

It shall be the responsibility of the individual being evaluated to maintain a documented record of professional development and growth as specified in Article XVII ("Evaluation"). Prior to the completion of their recommendation, the members of the Department or committee designated by the Department, excluding the individual being evaluated, shall meet to assess the documented materials necessary for their decision. Such materials shall include relevant information supplied by the candidate and the Department members, and may include properly documented materials from competent sources other than those persons serving in the Department.

The Department shall prepare a written recommendation presenting its reasons for reappointment or non-reappointment. Majority and minority reports may be prepared. The candidate shall have the right to review and respond to such written recommendation prior to the forwarding of the recommendation.

The Dean shall then review the departmental recommendation and shall support a well-documented departmental recommendation except for compelling reasons which shall not be arbitrary, stated in writing, and forwarded to the Department and to the candidate. A candidate who is denied reappointment or given a terminal appointment shall have the right to an interview with the Dean.

2. For reappointment of professional librarians, the professional library staff, functioning as a department, shall forward its recommendation to the College Librarian, who shall act on it in the same manner as the Dean in the preceding paragraph.

3. For reappointment of professional athletic staff members, the professional athletic staff, functioning as a department, shall forward its recommendation to the Director of Athletics, who shall act on it in the same manner as the Dean in the preceding paragraph.

4. It shall be the responsibility of the non-tenured bargaining unit member to prepare his documented record, as aforesaid, and submit same to his department or designated committee. Failure to comply herewith at least six weeks prior to the standards of notification provided for hereinafter shall place the determination as to reappointment

within the discretion of the Dean, College Librarian, or Director of Athletics, as may be appropriate. Similarily, failure by the Department, departmental committee, professional library staff, or professional athletic staff to forward its recommendation as aforesaid within three weeks of the said standards of notification shall place the determination as to reappointment within the discretion of the Dean, College Librarian, or Director of Athletics, as may be appropriate.

Standards of notification for reappointment and non-reappointment shall be as follows:

(i) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of such termination.

(ii) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during the academic year, at least six months in advance of such termination.

(iii) At least 12 months before the expiration of an appointment after two or more years at the College.

## ARTICLE XI

## DEPARTMENT CHAIRMEN

1. The parties agree to the principle that the faculty within the various academic departments shall play a strong role in the formation and conduct of academic programs within their disciplines. Each department shall be headed by a Department Chairman appointed or reappointed in the manner prescribed in this Article. The parties agree that it is desirable that a candidate for the position of Department Chairman be acceptable to both the Dean of the School in which the department is located and the full-time faculty of the department. The parties agree that the Department Chairman is not a member of the bargaining unit; however, such chairman shall be fully recognized as a member of the

faculty and entitled to the rights and privileges of such status.

2. A vacancy occurring in a Department Chairman's position for any reason shall be filled as set forth herein.

3. When a vacancy occurs in a Department Chairman's position, the Dean of the School in which the department is located shall convene a meeting of the affected department's full-time faculty. The full-time faculty shall then provide the Dean with a recommendaton or recommendations for a new Chairman, giving their reasons in writing. The Dean shall appoint a new Chairman from among the recommendations, unless the Dean provides the full-time faculty with substantive reasons in writing for rejecting such recommendation or recommendations. Upon such rejection, the Dean shall be free to make a recommendation for filling the vacancy, either from within or without the College, provided however that no appointment of a Department Chairman from outside the College shall result in the loss of a bargaining unit position.

4. Upon the Dean's recommendation of a candidate to fill the vacancy from other than the recommendation or recommendations of the full-time faculty, such candidate shall be interviewed and evaluated by such faculty. If the faculty approves of the Dean's recommendation, the candidate shall be appointed by the Dean. If the faculty finds the Dean's recommendation unacceptable, the Dean may either seek another candidate, who will also be reviewed in the manner set forth in this Article, or the Dean may select the candidate he recommended and provide substantive reasons to the affected faculty for doing so.

5. The terms of all chairmen shall be for a term of two years. Terms of present chairmen, however, shall be fulfilled according to the terms of their appointments.

## ARTICLE XII

## ACADEMIC GOVERNANCE

(a) Executive Committees. An Executive Committee for each school will be elected from the faculty of that school.

Thus, the School of Liberal Arts and Science, the School of Business Administration, the School of Education, and the Evening School will each have an Executive Committee. Each Executive Committee shall be composed of six faculty members who will be elected by the faculty from that school.

The AAUP shall determine the exact manner of the elections to these School Executive Committees. The Executive Committee shall not be composed of more than two members from the same department in a school, and where there are more than six departments in a school, no more than one member from any department in such school shall serve on such Executive Committee.

(b) Responsibilities of Executive Committees. The Executive Committees shall develop academic policy proposals on such items as curriculum, graduation requirements, student advising, ISP, and other matters of an academic nature traditionally handled by the faculty, and shall seek jointly to formulate specific proposals in regard thereto with Deans of the respective schools. The Executive Committees shall not intrude into areas of professional competence traditionally the responsiblity of the departments and/or individual faculty member.

The Executive Committees shall consider and develop proposals with respect to program planning, staffing, relationships between the schools of the College, and any other matters that may affect the academic programs of the school. The Executive Committees shall meet with the Deans of the Schools at least once a month at mutually convenient times. The Rider College Chapter of the AAUP shall designate conveners for each Executive Committee.

Proposals of the Executive Committees may include a majority and minority report. The Executive Committees of the individual schools shall establish guidelines for their own modes of operation and their relations with faculty. The Executive Committees shall be provided with reasonable information necessary to carry out their responsibilities.

(c) The College Executive Committee. An Executive Committee of seven members for the College (the College Executive Committee) shall be composed of members of the Executive Committees of each of the four schools. Each school Executive Committee shall meet and designate which of its members shall serve on the College Executive Committee.

The School of Liberal Arts and Science shall choose three members, the School of Business Administration shall choose two members, the School of Education shall choose one member, and the Evening School shall choose one member. The College Executive Committee shall designate one of its members as a convener.

The College Executive Committee shall develop proposals regarding academic matters affecting more than one school and shall consult with the academic vice president and the academic deans concerning such questions of academic matters affecting more than one school. Such meetings shall be held at least once a month at mutually convenient times. Proposals of the College Executive Committee may include a majority and minority report.

(d) Implementation. In each case where the appropriate administrative officials fail to implement proposals received from an Executive Committee, a written statement setting forth the substantive reasons which compelled them to take such course of action, will be supplied to the Executive Committee.

(e) Timeliness. The parties agree that the problems and proposals considered through the governance procedures provided herein shall be processed as expeditiously as circumstances permit. The Executive Committees shall process such problems and proposals within 45 days after their presentation, along with the reasonable information necessary to carrying out their task, to such committees during the period from September 1 through May 31 and 60 days after their presentation at any other time. The timetable for consideration of a problem or a proposal may be altered by mutual agreement of the relevant Executive Committee or Committees and the representatives of the College. Failure to adhere to an agreed upon deadline shall permit the College to implement a policy proposal in cases of proposals initiated by representatives of the College, or permit the AAUP to institute a grievance in the case of a proposal initiated by the faculty.

## ARTICLE XIII

## PERSONNEL FILES

1. Location of Files - Personnel files for all members of

the bargaining unit shall be kept in the offices of the Vice President for Academic Affairs.

2. Contents - The contents of these files will be restricted to correspondence or documents received from the member of the bargaining unit or to correspondence or documents of which the bargaining unit member has received a copy.

3. Availability to Bargaining Unit Members - Each bargaining unit member may inspect his/her personnel file at the offices of the Vice President for Academic Affairs by appointment on reasonable notice. The bargaining unit member may not remove any materials from these files but may obtain copies of any part or all of the material contained in his/her personnel file upon payment of the cost of reproduction thereof.

4. Access to Contents - Each personnel file shall only be available to the named bargaining unit member to whom it relates, the appropriate members of the administration for relevant and pertinent information in applicable situations or trustees of the College in appropriate or applicable circumstances.

5. Any other files or records, including preappointment files, containing information about bargaining unit members shall be maintained on a confidential basis and shall not be accessible to the bargaining unit member involved or to any committee or individuals for the purposes of reappointment, annual evaluation, or promotion or tenure.

## ARTICLE XIV

## RETENTION OF FACULTY

1. The need to reduce the size of the faculty because of bona fide financial exigency or the demonstrated need to eliminate or curtail programs or courses of instruction shall be determined in accordance with the academic governance procedures provided in this Agreement. Reduction shall take place on the following basis:

(a) Reduction shall first take place in the affected department (or discipline in a multi-disciplined department) and among part-time faculty, then faculty retained

beyond the normal age of retirement, then non-tenured faculty provided that any such faculty members retained shall be academically qualified to teach courses and programs remaining. Guidelines for such reductions shall be made by the appropriate Executive Committee, either the School Executive Committee or the College Executive Committee, as may be appropriate, together with the appropriate representatives of the Administration in accordance with the academic governance procedure set forth herein, and such guidelines will give due consideration to the needs of the department and Rider College, including the academic integrity of the department's programs and its relation to other departments and programs of the school and of the College. Within such guidelines, the department shall then meet and make a recommendation to the Executive Committee as to the particular manner in which a reduction shall be effected. The department shall give due consideration to the value of various faculty members to the department or discipline as well as to Rider College. The department shall fully document and substantiate its assessment of the academic qualifications of both the faculty members to be retained in the particular department or discipline, as well as those proposed for dismissal. The Executive Committee and the appropriate representatives of the Administration shall evaluate the extent to which the departmental recommendation fulfills the guidelines specified. If the Executive Committee determines that the departmental recommendation is not consistent with such guidelines or lacks adequate documentation, it shall remand the matter to the department for a revised recommendation. However, such a remand procedure shall not serve to extend the time limits beyond two (2) weeks within which the Executive Committee is required to process a proposed reduction, provided that any such extension of time shall automatically extend the dates of notification required in paragraph (e) below by the same number of days as said extension granted herein.

In the event the department fails to render a documented recommendation within the time limits established or otherwise fails to fulfill its responsibility hereunder, the Executive Committee shall proceed to act together with the appropriate representatives of the administration to describe the manner in which the reduction should occur in accordance with the academic governance procedures set forth elsewhere herein.

If the appropriate Executive Committee and representatives of the Administration are in agreement with the departmental recommendation, any lay-offs which may result shall be implemented in accordance with the academic governance procedures provided for elsewhere herein.

Any disagreements between the Executive Committee and the appropriate representatives of the Administration shall be resolved in accordance with the academic governance procedures provided for elsewhere herein.

(b) After the reduction pursuant to paragraph (a) above, any further reduction shall then take place among tenured faculty. The provisions of paragraph (a) shall also apply when not in conflict with this section. Such reduction shall be in the affected department (or discipline in a multi-discipline department) and shall be on the basis of seniority except where a less senior tenured faculty member must be retained for compelling reasons, namely, where it is demonstrated that the more senior tenured faculty members are not academically qualified to teach remaining courses. In such event, the next least senior tenured member in the department or discipline shall normally be laid off.

The department shall meet and prepare a carefully documented recommendation as to the manner in which such reduction shall be effected. Such recommendation shall then be forwarded to the appropriate Executive Committee or Committees for consideration together with the appropriate representatives of the Administration pursuant to the academic governance procedures provided in this Agreement.

In the event that a proposed reduction contemplates a reduction hereunder other than on the basis of seniority, the faculty member or members to be laid off may appear before the Executive Committee and the appropriate members of the Administration prior to such committees' action on the departmental recommendation. If the Executive Committee determines that the departmental recommendation is not adequately documented, it shall remand the case to the department for a revision. Such a procedure shall not extend beyond two weeks the time limits established for the Executive Committee's action on the specific proposal provided that any such extension of time shall automatically extend the dates of notification

required in paragraph (e) below by the same number of days as said extension granted herein.

(c) Prior to the termination of employment of any tenured faculty member pursuant to paragraph (b) above, consideration shall be given to extending the tenure of such faculty member to other areas either in the same school or in another school of the College. Such extension of tenure shall not be granted unless the faculty member is academically qualified to teach in such other department or school, nor shall such extension of tenure be granted if, as a result thereof, any other faculty member with greater seniority in the other department or school shall be terminated as a result thereof. A conclusion as to whether a particular faculty member is academically qualified to teach in a particular department shall be made through the academic governance procedure set forth herein. The appropriate Executive Committee shall seek a recommendation from such department as to the faculty member's academic qualifications and shall thereafter follow the academic governance procedure set forth herein.

(d) In the event the program or position which is being reduced or eliminated is reactivated or reinstated within a period of three years, a tenured faculty member whose services were terminated pursuant to the procedure set forth hereunder, shall be reinstated in order of seniority. In order to be entitled to such reinstatement such faculty member shall be required to make an annual written request to the college for reinstatement or reactivation, which written request shall also set forth the faculty member's address to which notification of reinstatement may be sent. A copy of such annual request shall also be forwarded by the faculty member to the AAUP. The college shall give reasonable notice of any such offer of reinstatement or reactivation to the faculty member at the address contained in his last request, or, if prior to the receipt of any such request, to the address contained in the college's records for such faculty.

(e) Except in cases of compelling financial exigency, full-time faculty terminated in accordance with the procedure specified above shall receive notice as set forth in Article X of this Agreement.

(f) No bargaining unit member shall be terminated by reason of teaching by any non-bargaining unit member or members.

2. Seniority of a full-time tenured faculty member shall be based on the date of initial appointment as a full-time faculty member at Rider College. For the purpose of computing seniority, authorized leaves of absence, either full or part-time, from the College, for personal or professional reasons shall be counted as years of service provided that no more than three years of such leave shall be counted. Tenured members of the bargaining unit who have engaged in other service at the College shall have such period of other service at the College treated as if it were for an authorized leave of absence with no time restrictions on years so counted.

3. Reductions in the size of the faculty resulting from attrition such as retirement, resignation, leaves of absence, or other forms of nonrenewal of faculty shall be excluded from the provisions of this article. However, such staffing reductions shall be brought to the attention of the appropriate Executive Committees for consideration in accordance with the academic governance procedures provided in this Agreement.

## ARTICLE XV

## PROFESSIONAL LIBRARIANS

### A. TENURE AND GOVERNANCE

#### 1. Committees

##### a. The Tenure Committee

The Tenure Committee for Professional Librarians shall consist of the Vice President for Academic Affairs, the College Librarian, and three representatives of the professional library staff and one alternate, such representatives to be elected annually by the professional librarians.

##### b. The Board of Trustees Appeals Committee

The Board of Trustees Appeals Committee shall be

established pursuant to Article VI, Subdivision (1) (b) ("Tenure").

c. The College Executive Committee

The College Executive Committee shall be established pursuant to Article XII, Subdivision (c) ("Academic Governance"). Two members of the professional library staff shall serve as ad hoc members of the College Executive Committee on all matters pertaining to the professional staffing of the library (excluding, of course, the College Librarian).

When such professional library staff members have occasion to meet with the College Executive Committee, The College Librarian shall join the meetings referred to in Subdivision "c", Article XII ("Academic Governance").

2. Evaluation Steps

The evaluation of a candidate for tenure shall begin at the level of the professional librarians included in the unit. They shall establish their own procedures for the preparation of their recommendation, in accordance with the following guidelines:

a. The applicant shall prepare documented credentials which may include references from colleagues, and the professional library staff's evaluation shall provide the significant factual information about the candidate's professional contributions to the library activities he serves and to his discipline. The specific recommendation to be forwarded to the Tenure Committee shall be in writing and may include majority and minority reports, and individual signed statements from the professional staff members as well as the college librarian.

b. The candidate shall have the right to an interview with his staff colleagues and shall receive a copy of the written recommendation(s) prior to the forwarding of such recommendation to the Tenure Committee for Professional Librarians.

c. The candidate shall have the right to submit materials responding to the professional library

staff's written recommendation to the Tenure Committee for Professional Librarians.

d. The Tenure Committee for Professional Librarians shall meet to review the materials presented by the candidate and the professional library staff, and shall make a recommendation concerning the candidate to the College Executive Committee in accordance with the following guidelines:

(i) The candidate shall have the right to an interview with the Tenure Committee for Professional Librarians.

(ii) The librarians have the professional responsibility to judge the competence of the candidate and to provide a thorough and documented recommendation to the Tenure Committee for Professional Librarians. The Tenure Committee for Professional Librarians shall evaluate the extent to which the candidate's credentials, qualifications, and performance meet the standards established for tenure of professional librarians. Members of the Committee shall not arbitrarily substitute their judgments on the professional expertise of the candidate for properly documented judgments in the library staff's recommendation.

(iii) The Tenure Committee for Professional Librarians shall make a specific written recommendation concerning the granting or non-granting of tenure, documenting its reasons as completely as possible, to the College Executive Committee. If an agreement cannot be reached, majority and minority reports shall be prepared.

(iv) The College Executive Committee shall evaluate the extent to which the candidate's credentials, qualifications, and performance meet the standards established for tenure and may consider such factors as staffing needs and the future welfare of the college as provided hereinafter. Members of the Committee shall not arbitrarily substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental recommendation.

(v) The provisions of Article VI, subdivision 2(d) (v) and (e) ("Tenure") shall apply to professional librarians, except that the Committee referred to in such subdivisions shall be deemed to be the College Executive Committee hereunder.

3. Appeals Procedure

a. A candidate whose application for tenure has not been supported by the Board, after having been recommended for tenure by the Tenure Committee for Professional Librarians, or by the College Executive Committee, may appeal in writing to the Trustees Appeals Committee within fifteen (15) days from the date of the candidate's receipt of the Board's decision. The candidate shall also indicate in writing whether he wishes to be accompanied by a representative member of the AAUP at the Appeals Committee interview and whether he wishes to receive a written decision of the Appeals Committee determination.

b. Subdivisions (b), (c) and (d) of Section 3, Article VI ("Tenure") shall be applicable to professional librarians.

4. Requirements for Tenure

a. A Master's degree in library science from the school of library science of an accredited institution shall be the degree required for tenure.

b. Emphasis is to be placed on performance and professional contributions.

c. The value of the individual to the operation of the library must be a criterion.

5. Timetable for Tenure

a. The candidate may initiate the process of evaluation in the fourth year of service seeking an award for tenure in the fifth year, except that no professional librarian shall apply for tenure prior to his third year of service at Rider College. In the event such an application is denied, the candidate may not re-apply for tenure until the expiration

of an additional year of service at Rider College. In the event a second or subsequent application for tenure is denied, a candidate may only make further application for tenure at the expiration of a three-year period after such denial, or, if the candidate is recommended for tenure by the College Librarian.

b. The specific annual timetable for the procedures herein shall be established by the College Executive Committee.

B. RETENTION OF LIBRARIANS

1. The need to reduce the size of the library staff because of bona fide financial exigency or the demonstrated need for innovations and/or curtailment of services or programs in the Rider College Library shall be determined in accordance with the academic governance procedures provided in this agreement. Reduction shall take place on the following basis:

(a) Reduction shall first take place among part-time library staff members, then library staff members retained beyond the normal age of retirement, then non-tenured library staff members in order of seniority, provided that any library staff members retained shall be qualified to perform the duties required for the continued operation of the library. Guidelines for such reductions shall be made by the College Executive Committee, together with the appropriate representatives of the Administration in accordance with the academic governance procedure set forth herein, and such guidelines will give due consideration to the needs of the library and Rider College. Within such guidelines, the library staff shall then meet and make a recommendation to the College Executive Committee as to the particular manner in which a reduction shall be effected. The library staff shall give due consideration to the value of various staff members to the library as well as to Rider College. The library staff shall fully document and substantiate its assessment of the qualifications of both the staff members to be retained in the library, as well as those proposed for dismissal. The College Executive Committee and the appropriate representatives of the Administration shall evaluate the extent to which the recommendation of the library staff fulfill the guidelines specified. If the College

Executive Committee determines that the recommendation of the library staff is not consistent with such guidelines or lacks adequate documentation, it shall remand the matter to the library staff for a revised recommendation. However, such a remand procedure shall not serve to extend the time limits beyond two (2) weeks within which the College Executive Committee is required to process a proposed reduction, provided that any such extension of time shall automatically extend the dates of notification required in paragraph (e) below by the same number of days as said extension granted herein.

In the event the library staff fails to render a documented recommendation within the time limits established or otherwise fails to fulfill its responsibility hereunder, the College Executive Committee shall proceed to act together with the appropriate representatives of the administration to describe the manner in which the reduction should occur in accordance with the academic governance procedures set forth elsewhere herein.

If the College Executive Committee and representatives of the Administration are in agreement with the recommendation of the library staff, any lay-offs which may result shall be implemented in accordance with the academic governance procedure provided for elsewhere herein.

Any disagreements between the College Executive Committee and the appropriate representatives of the Administration shall be resolved in accordance with the academic governance procedures provided for elsewhere herein.

(b) After the reduction pursuant to paragraph (a) above, any further reduction shall then take place among tenured members of the library staff. The provisions of paragraph (a) shall also apply when not in conflict with this section. Such reduction shall be on the basis of seniority, except where a less senior tenured library staff member must be retained for compelling reasons, namely, where it is demonstrated that the more senior tenured library staff members are not qualified to perform the remaining duties required for the continued operation of the library. In such event, the next least senior tenured library staff member shall normally be laid off.

The library staff shall meet and prepare a carefully documented recommendation as to the manner in which such reduction shall be effected. Such recommendation shall then be forwarded to the College Executive Committee for consideration together with the appropriate representatives of the Administration pursuant to the academic governance procedure provided in this agreement.

In the event that a proposed reduction contemplates a reduction hereunder other than on the basis of seniority, the library staff member or members to be laid off may appear before the College Executive Committee and the appropriate members of the Administration prior to action on the recommendation of the library staff. If the College Executive Committee determines that the recommendation of the library staff is not adequately documented, it shall remand the case to the library staff for a revision. Such a procedure shall not extend beyond two weeks the time limits established for the College Executive Committee's action on the specific proposal, provided that any such extension of time shall automatically extend the dates of notification required in paragraph (3) below by the same number of days as said extension granted herein.

(c) Any member of the professional library staff whose position is eliminated hereunder shall be considered for employment by the College in any other vacant position for which he may qualify.

(d) In the event the position which is being reduced or eliminated is reactivated or reinstated within a period of three years, a tenured library staff member whose services were terminated pursuant to the procedures set forth hereunder shall be reinstated in order of seniority. In order to be entitled to such reinstatement such library staff member shall be required to make an annual written request to the College for reinstatement or reactivation, which written request shall also set forth the library staff member's address to which notification of reinstatement may be sent. A copy of such annual request shall also be forwarded by the library staff member to the AAUP. The college shall give reasonable notice of any such offer of reinstatement or reactivation to the faculty member at the address contained in his last request, or, if prior to the receipt of any such requests, to the address contained in the

college's records for such faculty member.

(e) The notice requirements set forth in Subdivision (1)(e) of Article XIV ("Retention of Faculty") shall apply to the termination of full-time library staff members hereunder.

(f) Reductions in the size of the library staff resulting from attrition such as retirement, resignation, leaves of absence, or other forms of nonrenewal of library staff shall be excluded from the provisions of this article. However, such staffing reductions shall be brought to the attention of the appropriate Executive Committees for consideration in accordance with the academic governance procedures provided in this Agreement.

C. DISMISSAL OF NON-TENURED MEMBERS OF THE LIBRARY STAFF

In the event that a determination shall be made by the College Librarian that services of any non-tenured member of the library staff shall be terminated, the Academic Vice President shall notify such member of the library staff of such determination. Such member of the library staff may, not later than 21 days after such notification, request, in writing, that he be furnished with a written statement giving the substantive reasons for such determination and within seven (7) days thereafter, such written statement shall be furnished to him. Such member of the library staff may file a written response to such statement with the Office of the Academic Vice President within fourteen (14) days after receipt of such written statement. Such statement of the library staff member shall be duly presented to the Board of Trustees at its next meeting. The Board of Trustess shall carefully consider the statement from the library staff member and reach a final determination as to whether the decision to terminate shall be upheld.

The following period of notice under this sub-section shall be given by the College in the event of termination:

In the event of a termination under this sub-section, the College shall give two years notice of such termination, where the terminated library staff member has seven or more years of service to the College.

## ARTICLE XVI

## PROFESSIONAL ATHLETIC STAFF

1. Committees

a. Faculty and administrative membership of the Athletic Council (Statutes, Article II) shall be altered to include four members of the administration chosen by the College and four members of the bargaining unit appointed by the AAUP at least two of which shall be members of the professional athletic staff.

b. Two members of the professional athletic staff shall serve as ad hoc members of the College Executive Committee, as defined in Article XII ("Academic Governance") on all matters pertaining to the staffing of athletic programs (excluding, of course, the positions of Director and Assistant Director of Athletics).

When such professional athletic staff members have occasion to meet with the College Executive Committee, the Director of Athletics shall join the meetings referred to in Subdivision "C", Article XII ("Academic Governance").

2. The need to reduce the size of the professional athletic staff because of bona fide financial exigency or the demonstrated need for innovations and/or curtailment of athletic programs or services shall be determined in accordance with the academic governance procedures provided in this agreement. Reduction shall take place on the following basis:

a. Reduction shall first take place among part-time professional athletic staff, then staff retained beyond the normal age of retirement, then full-time members in order of seniority provided that those staff members retained shall be professionally qualified to maintain the programs and services remaining. Guidelines for such reductions shall be made by the College Executive Committee, together with the appropriate representatives of the Administration in accordance with the academic governance procedure set forth herein, and such guidelines will give due consideration to the needs of the athletic program and Rider College including the integrity of such programs and the relationship of the

College to the conferences and inter-collegiate programs in which it participates. The professional athletic staff shall fully document and substantiate its assessment of the qualifications of both the staff members to be retained as well as those proposed for dismissal. The College Executive Committee and the appropriate representatives of the Administration shall evaluate the extent to which the recommendations of the professional athletic staff fulfill the guidelines specified. If the College Executive Committee determines that the recommendation of the professional athletic staff is not consistent with such guidelines or lacks adequate documentation, it shall remand the matter to the staff for a revised recommendation. However, such a remand procedure shall not serve to extend the time limits beyond two (2) weeks within which the College Executive Committee is required to process a proposed reduction, provided that any such extension of time shall automatically extend the dates of notification required in paragraph (d) below by the same number of days as said extension granted herein.

In the event the professional athletic staff fails to render a documented recommendation within the time limits established or otherwise fails to fulfill its responsibility hereunder, the College Executive Committee shall proceed to act together with the appropriate representatives of the administration to describe the manner in which the reduction should occur in accordance with the academic governance procedures set forth elsewhere herein.

Any disagreements between the College Executive Committee and the appropriate representatives of the Administration shall be resolved in accordance with the academic governance procedures provided for elsewhere herein.

b. No full-time bargaining unit member of the professional athletic staff shall be terminated by reason of the enlargement of duties of any person employed by the College who is not a member of the professional athletic staff.

c. Any member of the professional athletic staff whose position is eliminated hereunder shall be considered for employment by the College in any other vacant position for which he may qualify.

d. The notice requirements set forth in Subdivision (1)(e) of Article XIV ("Retention of Faculty") shall apply to the termination of full-time professional athletic staff hereunder.

e. Reduction in the size of the professional athletic staff resulting from attrition such as retirement, resignation, leaves of absence or other forms of non-renewal of professional athletic staff shall be excluded from the provisions of the article. However, such staffing reductions shall be brought to the attention of the appropriate Executive Committee for consideration in accordance with the academic governance procedures provided in this Agreement.

3. The procedures specific in Article VIII ("Appointments") shall apply to the hiring of professional athletic staff members.

4. The procedures specified in Article X (Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members") shall apply to the annual reappointment of members of the professional athletic staff.

5. In the event that a determination shall be made by the Director of Athletics that services of any member of the professional athletic staff shall be terminated, the Academic Vice President shall notify such member of the professional athletic staff of such determination. Such member of the professional athletic staff may, not later than 21 days after such notification, request, in writing, that he be furnished with a written statement giving the substantive reasons for such determination and within 7 days thereafter, such written statement shall be furnished to him. Such member of the professional athletic staff may file a written response to such statement with the office of the Academic Vice President within 14 days after receipt of such written statement. Such statement of the professional athletic staff member shall be duly presented to the Board of Trustees at its next meeting. The Board of Trustees shall carefully consider the statement from the professional athletic staff member and reach a final determination as to whether the decision to terminate shall be upheld.

The following periods of notice shall be given by the College in the event of termination hereunder:

1. For members of the professional athletic staff with less than seven years of service, the standards of notification for reappointment specified in Article X ("Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members") apply.

2. For members of the professional athletic staff with seven or more years of service, two years notice shall be given.

## ARTICLE XVII

## EVALUATION

1. All evaluations relating to reappointment of non-tenured faculty, professional library and professional athletic staff, promotion, tenure and retention shall be conducted in accordance with the articles on Reappointment, Promotion, Tenure and Retention of Faculty contained in this agreement.

2. The College may evaluate the effectiveness and efficiency of the College, its schools and departments, including the library and athletic programs, in accordance with the pertinent provisions of the academic governance procedure provided elsewhere in this Agreement.

3. The College and its faculty have a mutual concern and desire to continually seek to maintain and enhance the professional stature of the teaching and the quality of education at Rider College. In order to pursue these mutual objectives, evaluations to improve or develop the professional performances of individual bargaining unit members or other persons engaged in classroom teaching at Rider College shall be undertaken. Such evaluations shall be initiated at the departmental level. Each department shall adopt the procedures for compiling a written evaluation of the individuals in the department. Such written evaluations may include relevant information supplied by the individual and/or other department members. The written evaluations shall be forwarded to the appropriate dean and shall be placed in the individual's personnel file. Upon receipt thereof, appropriate academic administrators within the particular shcool shall prepare evaluations of such

individuals, giving due deference to the written evaluations received from the department. Such evaluations shall also be placed in the individual's personnel file. In the event that the department shall fail to submit the written evaluation called for herein, the appropriate academic administrators may proceed to prepare a written evaluation of such individual, which shall be placed in the individual's personnel file. The individual shall receive copies of all such evaluations from the source of such evaluations and shall be entitled to reply to any such evaluations in writing and have such written reply placed in his personnel file. The individual shall be entitled to an interview with the appropriate academic administrators to discuss any such evaluations prior to the placement of any such evaluations in the personnel file. A request for such an interview must be made in writing to the appropriate academic administrators within ten days of such individual's receipt of the aforesaid evaluation.

4. An evaluation of courses of instruction involving a survey of students enrolled in such courses shall be undertaken in an orderly and professional manner by the appropriate departments. Appropriate revisions of the survey instrument may be accomplished in accordance with the academic governance procedure set forth in this agreement. Until such revisions have been accomplished, the most recent survey instrument (instrument utilized Spring semester, 1974) shall be utilized. The college will tabulate and compile the results and provide these results to the appropriate faculty member.

## ARTICLE XVIII

## PAST PRACTICES

This article is intended to deal with matters not specifically referred to in other provisions of this Agreement. Except as modified by this Agreement, past practices and policies in effect at the date of the execution of this Agreement, which affect terms and conditions of employment and which are set forth in the Bylaws and Statutes, shall be continued in effect. Substantive past practices and policies affecting terms and conditions of employment which are not set forth in the Bylaws and Statutes, shall also

remain in effect, except as modified by this Agreement. For the purpose of this Article, substantive practices shall be defined according to factors such as the impact on the number of bargaining unit members affected and/or the inherent quality of such policies or practices. If the continuation of any such practices or policies shall entail substantially increased expenditures, then the parties will attempt to resolve any disagreement concerning the continuation of such practices or policies, pursuant to the grievance procedures specified in this Agreement. In the event that such resolution cannot be arrived at through the grievance procedures, then the matter shall be determined by arbitration, as provided by this Agreement. In reaching a determination of such an issue, the arbitrator shall balance the amount of substantially increased expenditures with the impact upon the unit member or members. In the event such arbitrator shall determine that the benefit of continuation of such past practice and policy shall outweigh such increased expenditure, he shall direct its continuation. In the event that he shall determine that such benefit does not justify the increased expenditure, he shall direct that such past practice or policy need not be continued in effect; or he may direct an alternative solution to the issue.

## ARTICLE XIX

## MANAGEMENT RIGHTS

The authority and right of the Board of Trustees to govern the affairs of the College except as modified or limited in this Agreement, is recognized by the AAUP. All management rights and functions, except those which are changed or modified by this Agreement, shall remain vested in the Board of Trustees. The powers and duties of the Board of Trustees under the laws of this State and the Charter granted to this College shall not be impaired or limited, except as may be set forth in the provisions of this Agreement.

## ARTICLE XX

## AGENCY RIGHTS

1. Association Security: The parties recognize that

this is an agency shop agreement, and in accordance with such it is understood that each full time unit member who is not a member of AAUP shall, nevertheless, be required to contribute to AAUP as representation costs, an amount equivalent to such dues as are from time to time authorized, levied and collected from the general membership of AAUP. Unit members who are not members of AAUP and who file an affidavit with the college, together with a copy thereof with the AAUP to the effect that such individuals conscientiously object to participation in and support of collective bargaining activities on their behalf, shall be fully exempt from all requirements in this article.

2. Enforcement: The parties recognize that the failure of any full time member of the bargaining unit to pay his dues or his representation costs as aforesaid, to AAUP, shall be deemed just and reasonable cause for the termination of such individual's employment. Procedure to be followed in the event of a violation of the requirements of this article shall be as follows:

A. The AAUP shall notify the full time member of the bargaining unit of non-compliance with the terms of this article by certified mail, return receipt requested. Said notice shall state the fact of non-compliance, shall quote the language and terms of this article, and shall advise such individual that a thirty-day period will be afforded for compliance. In addition, such notice shall indicate that failure to effect compliance within such thirty-day period may result in a request being filed with the College by AAUP for the termination of such individual's employment.

B. In the event that such full time member of the bargaining unit, after receipt of the aforesaid notice and the expiration of such thirty-day period shall fail to comply with the requirements of this article, the AAUP shall notify the College of such failure, in writing. The College shall then send a letter to such non-complying full time member of the bargaining unit, terminating his employment. Such termination shall observe the standards of notification for other terminations referred to elsewhere in this agreement. The AAUP agrees to indemnify and hold harmless the College against any and all expense, liability, damage, or loss, including attorney's fees, resulting from a termination under this Article, which termination is

found to be wrongful by reason of any action or failure to act by the AAUP.

3. Dues Check-Off: The College will deduct from the salary of all full time members of the bargaining unit AAUP dues or representation costs, as aforesaid, required to be paid by such full time members of the bargaining unit upon the condition that AAUP furnish the College in due and proper form in conformity with the provisions of the Taft-Hartley Act and amendments thereto, authorization cards, in writing, duly executed by the full time members of the bargaining unit permitting such deductions. Such deductions shall be made from the salary check due each such full time member of the bargaining unit each month when dues or representation costs are due, and the College shall remit same to the AAUP no later than fifteen (15) days after the date of such deduction.

## ARTICLE XXI

## GRIEVANCE AND ARBITRATION PROCEDURE

(a) Purpose - The purpose of the Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

(b) Definition - A grievance may be an allegation by either the AAUP or the College that there has been a breach, misinterpretation or improper application of the terms of this Agreement. The grievance procedure provided for herein shall not include any complaints relating to appointments, reappointments, annual evaluations, academic governance, promotion and tenure, provided, however, that either party to this Agreement may file a complaint in the areas mentioned previously, solely on the basis that due process under the procedures set forth elsewhere herein with regard to appointment, reappointment, annual evaluations, academic governance, promotion and tenure, has not been followed. In such cases, the Arbitrator's jurisdiction shall be limited to a determination including appropriate remedies, as to whether the procedures called for herein have been adhered to so that due process as required under this Agreement shall not be violated.

(c) Grievance Procedure - Grievances may be filed by the AAUP on behalf of any member or group of members of the bargaining unit, or by the College. A written grievance by the AAUP must be filed in duplicate with the Dean of the respective school, or other officer of the college, or, in the case of the Library and Athletic Department, with the College Librarian or the Director of Athletics, or, in the case of a grievance by the College, with the President of the AAUP or other officers of the AAUP, within fourteen (14) calendar days after the event or state of facts giving rise to the grievance becomes known to the grieving party. However, in all cases the initiation of a grievance must be filed within ninety (90) calendar days after the occurrence of the facts upon which it is based.

The parties agree that legal counsel shall not attend any grievance meetings involving Steps 1 through 3.

Step One - The grievance must be stated in writing setting forth the basis therefor and the relief requested. A meeting regarding the grievance will be held within fourteen (14) calendar days from the date of filing of the grievance, between the bargaining unit member or members involved and a representative of the AAUP, and a representative designated by the College from the affected school, library or athletic staff.

Step Two - If the grievance has not been settled at Step 1, then within fourteen (14) calendar days after the Step 1 meeting has taken place, a meeting shall be held between the bargaining unit member or members involved and a more senior representative of the College from the affected school. Step 2 shall be omitted in the case of professional librarians and professional members of the athletic staff.

Step Three - If the response to Step Two does not resolve the grievance, it may be appealed to the third step to the Vice President for Academic Affairs, by either side within seven (7) calendar days after the Step Two meeting has taken place, and the Step Three meeting shall be held within seven (7) calendar days after written notice of appeal from Step 2 has been delivered. The meeting at the third step of the grievance procedure shall include the Vice President for Academic Affairs of the College, the Dean, or their

designees, and such other representatives for the College as the Vice President for Academic Affairs may designate, representatives of the AAUP, and the bargaining unit member or members involved.

Step Four - If the grievance is not resolved at Step Three, then within ten (10) calendar days after the determination reached at Step Three, which determination shall be rendered within fourteen (14) calendar days from the date of such meeting, either party may request arbitration with the American Arbitration Association in accordance with its procedures then in effect. The prevailing party shall not bear any costs of such arbitration; however, each party shall bear its own costs for counsel fees, witness fees, and transcripts, if any. There shall be no outside arbitration with regard to issues arising in connection with appointment, reappointment, annual evaluation, academic governance, promotion and tenure, except as provided in paragraph (b) alleging violation of the procedural requirements assuring due process as set forth under the appropriate sections of this Agreement. In the event either party to this Agreement alleges a violation of Article XXII ("No Strike, No Lockout"), or alleges immediate irreparable injury to its interests, the aggrieved party may waive Steps 1 through 3 and proceed immediately to arbitration before the American Arbitration Association. By mutual consent of the AAUP and the College, in writing, any one or all of the steps provided for herein (except Step 4) may be waived, and the grievance may be submitted directly to arbitration in accordance with Step 4.

In the event any disciplinary action is taken by the College with respect to any of the members of the bargaining unit through suspension or discharge, such action may be reviewed in accordance with the grievance procedure set forth herein, including the arbitration referred to in Step 4. However, the grievance procedure, including the arbitration provisions hereunder shall not be applicable to reductions in staff which are not a result of disciplinary action by the College, provided, however, that the issue of due process in following the procedures set forth in the appropriate sections of this Agreement regarding reduction in staff may be submitted to arbitration and the arbitrator's jurisdiction in such cases shall be limited to rectifying any alleged violation

of due process in that the procedures required hereunder were not adhered to.

## ARTICLE XXII

## NO STRIKE: NO LOCKOUT

The AAUP, its officers, agents, affiliates, members and employees agree that, so long as this Agreement is in effect, there shall be no strikes, slowdowns, stoppages of work, concerted efforts not to meet classes, boycotts, or any other concerted acts that interfere with the normal operations of the College. During the term of this Agreement, there shall be no lockout of the members of the AAUP by the College. Any violation of the foregoing may be made the subject of a disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation to any other remedy under law for such violation.

## ARTICLE XXIII

## GENERAL WORK CONDITIONS

(a) Keys. Upon written request, the College shall provide each of the faculty or members of the professional athletic staff with a key to the building in which such person's office is housed. Said key must be returned upon termination of employment with the College.

(b) Offices. The College shall provide each full time faculty member or full time member of the professional athletic staff with suitably equipped office space and the necessary supplies for such person's work, provided that in no event during the term of this Agreement shall there be a reduction in the total number of offices assigned to bargaining unit members, although the number of offices shall not exceed the number of full time faculty members and full time members of the professional athletic staff. The parties both recognize the desirability of providing each full time faculty member or full time member of the professional athletic staff with a private office near his

professional colleagues. The College shall furnish a list of all office assignments to the AAUP.

(c) Parking. The College shall maintain parking areas without charge during the term of this Agreement for members of the bargaining unit. Reasonable efforts shall be made by the College to provide such parking areas reasonably near the buildings in which bargaining unit members perform their professional duties.

(d) Dining Facilities. The College shall make reasonable efforts to maintain the faculty dining room as a dining facility for use by members of the bargaining unit and other employees of the College during periods of regular College activity.

(e) Secretarial Aid. The College shall make reasonable efforts to provide adequate secretarial services for the bargaining unit members of each department.

(f) College Equipment and Service.

(i) Each member of the bargaining unit shall have adequate access to duplication equipment, postal service and telephones for College business. AAUP shall pay for any labor or supplies required in connection with duplicating services for AAUP matters.

(ii) The College shall provide access to appropriate computer equipment, as available, and to such software that has been developed for academic purposes and not for the College's own purposes. The College shall make reasonable efforts to provide assistance to the faculty in the development and preparation of programs.

(iii) College vehicles may be used by members of the bargaining unit in fulfillment of their professional responsibilities when available provided that requests for reservations of the use of such vehicles are made in advance and approved by the College. For any use of a private vehicle by a bargaining unit member, which use is approved by the College, such member shall be reimbursed at the rate of 15¢ per mile.

(g) Faculty Benefit Information. The College shall make available to each member of the bargaining unit a copy of this Agreement and shall distribute a summary of fringe benefits available to full time faculty members which summary shall be prepared by the AAUP and agreed to by the parties.

## ARTICLE XXIV

## OPEN CLASSROOM

The parties acknowledge that the activities of the classroom are an integral part of the teaching-learning process and constitute a significant aspect of the professional role of the faculty member. Persons holding academic rank at Rider College or members of the Board of Trustees shall be welcome to visit classes and such visitors shall observe the professional courtesies and amenities of the academic environment and shall always honor the integrity of the classroom.

## ARTICLE XXV

## WORK LOAD

1. The work load of each Department shall be planned in advance so that the Department and its members can provide the student credit hours for each semester and the interim term as may be required. Such planning shall be initiated by the Dean, who shall present the anticipated requirements to the Department. Such requirements may also include research, thesis supervision, supervision of in-service teaching, and individual student projects as may be appropriate. All such activities will be computed towards an individual faculty member's work load commitment. The Department shall then prepare and submit a proposed staffing plan for fulfilling such requirements. The Dean shall support a well-documented plan which effectively and fairly utilizes the professional competencies of the Department. Failure to render such a plan within ten (10) working days of the Department's receipt from the Dean of the anticipated requirements, as aforesaid, will leave the staffing plan

to the discretion of the Dean.

2. The teaching load of a full-time faculty member shall not exceed 24 classroom contact hours in an academic year.

3. Each full-time faculty member, in addition to the foregoing, shall be required to advise undergraduates as assigned by the Dean or Department Chairman; to attend scheduled meetings of the Department, School, or College, including commencement and convocation; to provide accurate and timely reports as requested by the College concerning student enrollment and performance; and, in accordance with prevailing policies and practices, shall arrange and schedule office hours at times reasonably convenient to students; assist in registration and orientation during the academic year; advise student organizations; advise co-curricular activities; and perform other college service agreed upon by the faculty member, Department Chairman, and Dean.

4. Each full-time faculty member shall be prepared to teach four different courses and one Interim Semester Project (or a 5th alternate course) during an academic year, and shall file written course and project descriptions for each with the Dean, provided, however, that a faculty member shall not be required to prepare to teach more than three different courses during a single semester.

5. Service by a faculty member on a School Executive Committee or the College Executive Committee shall reduce such faculty member's classroom contact hours, as referred to in Section 2 hereof, by a total of three such hours per semester, provided that the Department of such faculty member shall fulfill the staffing requirements referred to in Section 1 hereof without any additional expense to the College.

The President of the AAUP, the Grievance Officer of the AAUP, and the Chief Negotiator of the AAUP (when actively negotiating) shall be eligible for reduced load provided that such reduction shall proportionately reduce the total amount of the reduced load for executive committee members referred to herein. In no case shall any individual bargaining unit member's work load be reduced by more than three hours in any one semester, and persons whose work load has been reduced pursuant to this article will not be eligible for compensated overload.

## ARTICLE XXVI

## OUTSIDE EMPLOYMENT

The parties recognize that the primary professional responsibilities of members of the bargaining unit who are employed on a full time basis are to Rider College. Outside employment which will improve the professional competence of such unit member and/or serve the community and which does not interfere with Rider College professional responsibilities will be encouraged by the appropriate Dean, College Librarian, or Director of Athletics. However, all outside employment of the following nature shall be reported, prior to its commencement, to the Dean, College Librarian or Director of Athletics: commitments equivalent to one full day during a normal work week for more than four weeks or any rendering of professional services similar to those performed at Rider College, at another institution of higher education.

If the Dean, College Librarian or Director of Athletics determines that such outside employment impinges upon or conflicts with the individual's professional responsibilities to Rider College, or competes with the services offered by Rider College, he may direct such individual to refrain from engaging in such outside employment, provided such a determination shall not be arbitrary. Such a determination may be grievable pursuant to Article XXI ("Grievance and Arbitration Procedure") set forth elsewhere in this Agreement. However, pending a determination of any such grievance, such individual shall be required to refrain from engaging in such outside employment.

Copies of all reports concerning outside employment shall be filed by the individual member of the bargaining unit with the AAUP and any determination in response to such report shall also be filed with the AAUP by the appropriate Dean, College Librarian or Director of Athletics.

## ARTICLE XXVII

## RIDER COLLEGE PATENT POLICY

Rider College has as its primary mission teaching and research and the unrestricted publication and use of the

results of such research. The college, however, realizes that research of its faculty and students and staff may result in inventions or discoveries which should be protected for one of the following reasons:

1. To promote the development of useful articles or processes which, because of prohibitively high costs involved, could not be adequately developed without patent or other protection.

2. To fulfill terms of a research contract with sponsoring agencies.

3. To encourage invention and insure adequate reward for the inventors.

4. To augment research facilities and research funds from the college's share of income derived from inventions or discoveries.

The intent of the following Patent Policy is to be consistent with this philosophy.

II. Establishment of Faculty Research and Patent Committee

Authority to implement this Patent Policy and to decide questions of ownership of rights to inventions or discoveries and of the apportionment of interest among or between investigators and their associates shall be vested in the President of the College, with the advice and consultation of the Faculty Research and Patent Committee, in accordance with the academic governance procedure contained in this Agreement. Decisions relating to ownership or rights to inventions or discoveries or inventions shall in no way be deemed or construed a determination of inventorship but merely as a determination of the allocation of academic and financial interest in such discoveries or inventions.

There is hereby established the Faculty Research and Patent Committee which shall be appointed by the College Executive Committee and which shall be composed of two (2) Faculty members appointed from the School of Liberal Arts, two (2) from the School of Business and one (1) from the School of Education. The term of appointment of each committee member shall be one (1) year but may be renewed annually without limitation by the College Executive Committee.

The Vice President in charge of Academic Affairs shall be a non-voting member of the Committee.

III. Principal of Ownership

Technical information, inventions, discoveries and items of commercial importance resulting from investigations conducted by Staff members, employees or students of Rider College which:

1. Were financed in whole or in part from College funds, including that portion of an employee's salary which relates to the work out of which the invention or discovery arose. (Granting of normal salary to an employee is not considered financial support of research.)

2. Result from an employee's duties or a student's academic pursuit within the college or

3. Was conducted utilizing to a substantial degree the college's resources or facilities,

shall be the property of Rider College. In the event that investigations result in a discovery or invention which may be patentable, the College reserves its right to protect such information, inventions, discoveries and items and each shall be assigned to the College or to its designees unless the College waives its right to such assignment, in accordance with the terms of Section V of this Policy.

The College shall own all rights, title and interest in such patents and shall reserve the right to direct the assignment thereof to others, except in the case of sponsored research projects where the contract between the College and sponsor specifies the assignment of patent rights to the sponsor.

IV. Equity of Participants

The College, recognizing the interests of its Staff members, employees, students, sponsors or other cooperating agencies in inventions and patents arising from investigations, guarantees the following equity to participating parties:

a. Investigations and Research financed wholly by the College

The principal of ownership stated in Section III applies; the investigator will be compensated as provided for in Section V a.

b. Investigations sponsored by a Third Party

Contracts involving sponsorship of research at Rider College or collaboration between an investigator conducting research at Rider College and an outside agency which required that all, or a portion, of the rights in or to inventions and discoveries be given to the outside agency, shall be submitted to the Faculty Research and Patent Committee for its counsel and suggestions.

The terms of the written agreement between the College and granting agency will be binding. Generally this agreement will provide for ownership of the patent to be vested in the College and that the sponsor will be granted a non-exclusive license to the patent (without sub-licensing rights) on terms no less favorable than may be granted to any other licensee of the same patent. The inventor may be compensated as provided for in the agreement or as under Section V a.

c. Investigations conducted by an employee or student in whole or in part on his own time at his own expense

Conditions under which the discovery was made shall be reported to the Chairman of the Research and Patent Committee and ownership will be determined as follows:

1. A discovery made wholly at the expense of the investigator and not using college facilities or funds will be the private property of the individual and ownership will reside with him. If the investigator wishes to assign the invention or discovery to the College he may do so and the distribution of funds will be established by a written agreement between the investigator and the College, the assistance of the Research Corporation is still available to him as an individual, if he desires it.

2. When a discovery is made partly at the expense of the investigator with the use of College's facilities or in the normal field of the individual's college employment, the Research and Patent Committee will

recommend to the President a division of rights and compensation to the inventor or inventors and their associates, as outlined under Section V.

V. Compensation

Where the College has full ownership rights or where the College receives income from inventions made by employees or students, the inventor's compensation will be as follows:

a. Where inventions are assigned to and patented by the Research Corporation, 27.75% of the gross royalties will be received by the inventor, 27.75% by the College and 42.5% by the Research Corporation as stipulated in the contract with the Research Corporation.

b. Where inventions are administered by the College, the inventor receives 50% of the net income.

VI. Notification of Possible Patents

It shall be the responsibility of the investigator or investigators and of each of their associates to alert the Chairman of the Faculty Research and Patent Committee, the concerned Department Chairman, the Dean of his or their college and the President of the College, in writing, of any invention or discovery involving potentially patentable items and the conditions under which these discoveries or inventions were made.

Failure to report a discovery or invention of patentable or potentially patentable value may result in forfeiture of all or part of the defaulting investigators equity in the discovery or invention and may be dealt with by the College as a breach of the Patent and Confidential Agreement referred to in Section VII.

Once the interest of the College in the invention or discovery has been established, after careful consideration and on the advice of counsel, if desired, the Faculty Research and Patent Committee may recommend any one of the following:

a. If the patent rights of the invention are subject to the terms of a sponsor's contract or grant, the Committee shall recommend to the President that the inventor be directed to comply with the terms of

the contract.

b. In the event that it should appear that the invention or discovery is in the interest of the public, the Committee shall recommend to the President that the inventor be directed to publish his findings in a professional journal or a special University publication.

c. The Committee may decide, in cooperation with the inventor, to recommend protection of the invention or discovery through a patent. The Committee will then recommend to the President that the invention be turned over to the Research Corporation of New York or other non-profit patent administration organization for patenting in accordance with the terms of the contract then in effect or that the College secure the services of a patent attorney, or other specialists.

d. The Committee may decide to recommend exploitation of the invention as a commercial item. Any invention placed in commercial use but not patented by the College shall be subject to the same terms, conditions and restrictions as any invention for which a patent has been obtained.

e. The Committee may, after careful review, find that the College has no further interest in the invention and may recommend to the President that the invention be referred to the inventor to exploit as he sees fit.

However, this Patent Policy does not in any way alter, change, or otherwise modify provisions of this Agreement concerning outside activities of bargaining unit members.

The President of the College, through the Chairman of the Faculty Research Committee, must notify the investigator of the intention of the College to refer the invention or discovery to the Research Corporation, patent counsel or to other agents or agencies for the initiation of steps in the exploitation of the invention or discovery within ninety (90) days of the date of the investigator's disclosures in accordance with Section VI hereof.

The College must cause such invention or discovery to be thereafter referred to the foregoing persons, corporations or

agencies within six (6) months of the disclosure or it shall be deemed that the College has waived its rights and interests in the discovery or invention and that the investigator or investigators may publish, disclose or dispose of the results of his or their investigation as he or they may desire.

## ARTICLE XXVIII

## RETIREMENT FOR CERTAIN PERSONS

For those members of the bargaining unit who were employed by the College prior to the inception of the TIAA-CREF Pension Plan at Rider College, whose names are listed in the schedule contained herein, and only for such individuals, the College agrees to fund an annuity plan to improve the benefits to be received by such individuals because of the fact that such individuals would otherwise receive less favorable benefits for the years of service at Rider College prior to the inception of the aforesaid TIAA-CREF plan. Notwithstanding the foregoing, however, the College's maximum obligation hereunder shall be an aggregate of $76,000.00. The parties hereto acknowledge that serious legal questions may exist as to whether this article may be implemented and what form such implementation might take. The College shall be obligated hereunder only to the extent that it may legally accomplish the purposes of this article. The College agrees to explore various alternative approaches to the problem referred to herein and to use its best efforts to accomplish such purposes.

### Persons Affected

Professor Marion Cosenza
Professor Gerald Crowningshield
Professor Harry Glosser
Professor Robert Kilgus
Professor Walter Klotz
Professor Thomas Leyden
Professor William Stuck

## ARTICLE XXIX

## SICK LEAVE

1. Full-time members of the bargaining unit shall be

entitled to compensated sick leave in accordance with the following schedule:

| Years of Service | Full Pay | 75% Pay | 50% Pay | 25% Pay | Total Weeks of Compensated Sick Leave |
|---|---|---|---|---|---|
| 0-1 | 2 | - | - | - | 2 |
| 1-2 | 3 | 1 | 1 | 1 | 6 |
| 2-3 | 4 | 2 | 2 | 2 | 10 |
| 3-4 | 5 | 3 | 3 | 3 | 14 |
| 4-5 | 6 | 4 | 4 | 4 | 18 |
| 5-6 | 7 | 5 | 5 | 5 | 22 |
| 6-7 | 8 | 6 | 6 | 6 | 26 |
| 7-8 | 9 | 7 | 7 | 7 | 30 |
| 8-9 | 10 | 8 | 8 | 8 | 34 |
| 9-10 | 11 | 9 | 9 | 9 | 38 |
| 10-11 | 12 | 10 | 10 | 10 | 42 |
| 11-12 | 13 | 11 | 11 | 11 | 46 |
| 12-13 | 14 | 12 | 12 | 12 | 50 |
| 13-14 | 15 | 12 | 12 | 12 | 51 |
| 14- | 16 | 12 | 12 | 12 | 52 |

2. Unused sick leave may not be accrued.

3. During the first two weeks of sick leave taken by a member of the bargaining unit, the affected department shall cover the professional assignments of such member of the bargaining unit. Thereafter, if such sick leave continues beyond the initial two-week period, the College shall secure a suitable replacement for such member of the bargaining unit.

4. Disability by reason of pregnancy and childbirth shall be covered by the above sick leave provisions.

5. Compensation received by a member of the bargaining unit from Rider College or as a result of a benefit provided by Rider College in relation to illness or disability shall be deducted from any sick leave compensation hereunder. However, no such deduction shall be made for hospitalization and/or medical benefits received by such member of the bargaining unit.

## ARTICLE XXX

## PROFESSIONAL LEAVES OF ABSENCE WITHOUT PAY

A member of the bargaining unit granted a professional leave without pay for the purpose of engaging in research or advanced study that is not connected with the earning of an advanced or professional degree shall, upon such person's return to full-time teaching at the College, be entitled to the same salary that he would have been receiving if he had been teaching on a full-time basis during the period of the leave. This provision shall be applicable only to members of the bargaining unit who are granted such professional leaves without pay subsequent to January 1, 1975.

## ARTICLE XXXI

## HEALTH MAINTENANCE ORGANIZATION STUDY

During the term of this agreement, the College agrees to undertake a study, in concert with the AAUP, to investigate and explore the possibility and need for the College to be a sponsor for a Health Maintenance Organization.

## ARTICLE XXXII

## INEQUITY STUDY COMMITTEE

There shall be established during the term of this agreement a joint committee of three representatives of the College and three representatives of the AAUP to investigate the extent to which compensation rates for members of the bargaining unit, as they may vary from individual to individual may be deemed to be inequitable, and possible approaches to eliminate such inequities, if any.

## ARTICLE XXXIII

## COMPENSATION AND FRINGE BENEFITS

The College agrees to pay, on the following terms and conditions, to the members of the bargaining unit, the increases in compensation and the other fringe benefits referred to hereafter.

1. The following across-the-board increases in compensation shall be paid to those full time members of the bargaining unit (and only to such persons) who were or are employed at the College on January 1 of the calendar year in which such increase shall take effect:

| Rank | Amount of Increase Effective September 1, 1974 | Amount of Increase Effective September 1, 1975 |
|---|---|---|
| Professor | $1,400.00 | $1,400.00 |
| Associate Professor | 1,200.00 | 1,200.00 |
| Assistant Professor | 1,000.00 | 1,000.00 |
| Instructor | 800.00 | 800.00 |
| Library Staff | 825.00 | 825.00 |
| Athletic Staff | 800.00 | 800.00 |

2. Part time members of the bargaining unit, who are paid on a contact hour basis, including faculty in the summer session, evening school, and those teaching "overload" shall receive a 5% across-the-board increase in their compensation for such service for the first year of this contract, commencing September 1, 1974, and an additional 5% across-the-board increase in the second year of this contract, effective September 1, 1975. Other part-time members of the bargaining unit who held their current ranks as of January 1, 1974, shall receive a proportionate increase in compensation as referred to in Paragraph 1, and a similar proportionate increase as of September 1, 1975.

3. Prior to the application of the across-the-board increases referred to in Section 1 above, the College agrees to make the following upward adjustments in compensation during the first year of this contract, effective September 1, 1974 for all full-time members of the bargaining unit who have been in their rank for seven (7) years or more and whose base compensation is below the mean for their present rank--an increase of $700.00 or the sum necessary to increase the base compensation to the mean for such present rank, whichever sum shall be less. During the second year of this contract, effective September 1, 1975, an upward pay adjustment shall be made for all full-time members of the bargaining unit who, as of that time, have been in their rank for a period of seven (7) years or more and whose base compensation is less than the mean for such rank. Such second year upward adjustment shall be in the amount of $500.00, or the sum necessary to raise such base compensation to the mean for such rank, whichever sum is less.

4. During the second year of the contract, effective September 1, 1975, the College will underwrite and pay the expense for an individual (not a family plan) hospitalization plan for full-time members of the bargaining unit, which hospitalization plan shall provide benefits substantially equivalent to those provided by a Blue Cross, Blue Shield plan.

5. The College will allot paid research leaves for full-time members of the bargaining unit, based on the following formula: When the College's enrollment of full-time students during the preceding year averages over the two semesters 3,200 undergraduate students or less, two such research leaves; when the College's enrollment of full-time students during the preceding year averages over two semesters more than 3,200 undergraduate students, four research leaves. Such research leaves will be granted by the College in accordance with past practice as to application for such leaves, selection of the recipients of such leaves and reporting by recipients of such leaves. Additional research leaves entailing no additional cost to the College may be granted in accordance with past practice.

6. The College will continue its past practice with respect to tuition remission.

## ARTICLE XXXIV

## RETIREMENT AGE

The normal retirement age of full-time bargaining unit members shall be 65 years of age and any full-time bargaining unit member who is 65 years of age before September 1 of any year shall only remain in the employ of Rider College if both the College and the affected individual agree. Apointments of such individuals shall not extend beyond one year terms. If an individual wishes to remain at the College beyond his 65th year, he shall make application through his department, whose judgment shall be considered by the College in making appointments or reappointments of such an individual.

## ARTICLE XXXV

## SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

## ARTICLE XXXVI

## LENGTH OF CONTRACT; FUTURE NEGOTIATIONS

1. This agreement shall be effective as of the first day of September, 1974, and shall expire on the 31st day of August, 1976.

2. The parties shall commence negotiations toward a new collective bargaining agreement on or about March 15, 1976. Prior thereto, both the AAUP and the College shall

exchange proposals for inclusion in such new collective bargaining agreement by February 1, 1976.

## ARTICLE XXXVII

## ENFORCEABILITY

1. This Agreement shall be binding upon and is exclusively between the Rider College Chapter of the AAUP and Rider College. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP and by Rider College unless otherwise specifically provided herein.

2. The rights, privileges, and obligations of the parties hereto, and all of the terms set forth in this Agreement, shall be incorporated by reference into and made part of any individual agreement between such member and the College. In the event of a conflict between terms of any individual agreement and the terms of this agreement, the latter shall be controlling.

## ATTESTATION

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Dated: Lawrence Township
New Jersey
November 6, 1974

Rider College

by Jerry Wayne Brown
Vice President for
Academic Affairs

J. Barton Cunkle

Bobby Watson

George L. Battista

Rider College Chapter of the
American Association of University
Professors

by John W. Long
President

Lauren S. Walther
Chief Negotiator

Merrin A. Dressinger

Walter E. Wolf

Joseph F. Byrnes

Karl Orn

Robert B. Fehlin

Dean Mott